

Exhibit D

PURCHASE ORDER

ORDER NO.

3- 39219

MALLORY**MALLORY CAPACITOR COMPANY**

a division of P. R. MALLORY & CO. INC.

P. O. Box 372, Indianapolis, Indiana 46206; Telephone: 317-636-5353; TWX: 317-634-4214

SHOW THIS ORDER NO. ON ALL TAGS, BOXES, BILLS OF LADING, EXPRESS RECEIPTS AND INVOICES. RENDER INVOICES IN TRIPPLICATE ALL INVOICES MUST SHOW OUR CODE OR PART NUMBER. ALL INVOICES MUST SHOW CERTIFICATION REQUIRED BY CONDITION 9 ON THE REVERSE SIDE.

MR. JIM ALLEY (B2SD)
MONSANTO INDUSTRIAL CHEMICALS COMPANY
800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63166

3-39219

DATE 5/24/77

INCLUDE DIVISION NAME IN ADDRESS ON ALL SHIPMENTS, ACKNOWLEDGEMENTS, CORRESPONDENCE AND INVOICES.

SHIP VIA TRUCK	F. O. B. YOUR PLANT	TERMS NET 30 DAYS	REQUISITION NO.
QUANTITY	DESCRIPTION		PRICE
APPROX. 450,000 LBS. (5 TANK CARS)	<p align="center"><u>FINAL ORDER</u></p> <p>TO COVER PURCHASE OF AROCLOR (MONSANTO #1016) MALLORY CODE 50007</p> <p>NOTE: SHIPPING SCHEDULE AND DESTINATION TO BE FORWARDED AT LATER DATE</p> <p>BILL TO: MALLORY CAPACITOR COMPANY P. O. BOX 372 INDIANAPOLIS, INDIANA 46 206 ATTENTION: ACCOUNTS PAYABLE</p> <p align="center">MALLORY</p> <p>VENDOR NO: 5073603</p>		.66 LB.
0021082			

SHIPPING SCHEDULE

DATE			
QUANTITY			

THIS ORDER IS SUBJECT TO ALL THE CONDITIONS SET FORTH ON REVERSE SIDE.

MB

FOR MALLORY OFFICE USE ONLY

DELIVER TO	DEPT. NO.	ACCOUNT NO.
P. FISHER		040-301-REV 014

MALLORY CAPACITOR CO.

G. W. Baker
G. W. BAKER, DIR. OF PURCHASES

No charge will be made by you for boxing, packing or crating, unless by agreement. Each box or package shall contain a memorandum showing contents and shipper's name and address. Invoices in triplicate and bills of lading must be mailed to us on date of shipment. Our order number must be shown on all packing cases, invoices, packing bills, express receipts, bills of lading and correspondence.

Articles, materials and equipment delivered hereunder shall comply with applicable specifications, drawings, standards and/or samples. If any of the goods are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Order, Purchaser, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense, such goods not to be replaced without suitable written authorization from Purchaser. Purchaser may reject the entire shipment, where it consists of a quantity of similar articles, and sample inspection discloses that a portion of the articles so inspected contain defective material or workmanship or do not conform to specifications or samples. (The extent of such sample inspection to be at the sole judgment of Purchaser), unless Seller agrees to reimburse Purchaser for the cost of a complete inspection of the articles included in such shipment.

1. Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. It is Seller's responsibility to comply with this schedule, time being of the essence, but not to anticipate Purchaser's requirements. Goods shipped to Purchaser in advance of schedule, may be returned to Seller at Seller's expense. Seller will not be liable for damages for delays in delivery due to causes beyond its reasonable control. If Seller, however, for any reason does not substantially comply with Purchaser's delivery schedule, Purchaser at its option, without liability to Seller, may either approve a revised delivery schedule or may terminate the order. Quantities received by us in excess of quantities specified herein may, at our option, be returned at Seller's expense. Fire, accidents and other causes beyond our control shall relieve us from accepting delivery hereunder while such cause is operative.

4. Purchaser shall have right to make changes in the order, but no additional charges will be allowed unless authorized in writing by Purchaser. If such changes affect delivery or the amount to be paid by Purchaser, Seller shall notify Purchaser immediately and negotiate an adjustment.

9. If price is omitted on order, it is agreed that your price will be the lowest prevailing market price.

6. Assignment of this order or any interest therein or any payment due or to become due thereunder, without the written consent of the Purchaser, shall be void.

7. Purchaser shall be entitled at all times to set off any amount owing at any time from Seller to Purchaser or any of its affiliated companies against any amount payable at any time by Purchaser in connection with this order.

8. Seller agrees to be liable for and to pay any taxes now or hereafter imposed on Seller by law, or upon Seller's activities, or upon or on account of the purchased article, or its sale, its transportation, its first storage or use (as those terms are used in sales and use tax laws), or upon this transaction or any element thereof, or on the gross receipts or income derived from this transaction or from the Seller's business of which this transaction is a part.

9. No invoice will be passed for payment unless the following legend appears on it: "Seller represents that the goods to be furnished or the services rendered hereunder were or will be produced or performed in compliance with all applicable requirements as herein, 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof." 1-2

10. In addition to specific references herein, Seller shall comply with all applicable federal, state and local laws, rules and regulations and agrees to hold Purchaser harmless from all liability resulting from failure of such compliance.

11. **Patent Protection.** Seller hereby indemnifies Purchaser, its successors, assigns, agents, customers and users of its products against loss, damage or liability (including costs and expenses, which may be incurred on account of any suit, claim, judgment or demand involving infringement or alleged infringement of any patent or trademark rights in the manufacture, use or disposition of any article or material supplied hereunder, provided Purchaser shall notify Seller of any suit instituted against it and, to the full extent of its ability to do so, shall permit Seller to defend the same or make settlement in respect thereof.

2 Any knowledge or information which the Seller shall have disclosed or may hereafter disclose to the Purchaser in connection with the purchase of the goods or services covered by this order, shall not, unless otherwise specifically agreed upon in writing by the Purchaser, be deemed to be confidential or proprietary information, and shall be acquired, free from any restrictions (other than a claim for patent infringement), as part of the consideration for this order.

3. All drawings produced by Seller in the course of performance of any engineering work required by this purchase order shall be Purchaser's property and shall be delivered to Purchaser upon demand.

4. **Furnished Information.**—Engineering drawings and/or specifications, photographs and other engineering and manufacturing information furnished by Purchaser to Seller shall be deemed confidential and remain Purchaser's property, and shall be returned to Purchaser together with any copies of the same made by Seller upon request or when no longer needed for performance of this purchase order. Except as may be necessary for performance of this purchase order, Seller shall not use or disclose information concerning Purchaser's product or the means for the manufacture or the mode of distribution thereof without the prior consent of Purchaser.

3. Tools, including dies and patterns, owned by the Purchaser and held by the Seller must be repaired, renewed and fully insured against possible loss or damage. Changes must be approved by Purchaser. When the cost of tools involved in the manufacture of parts covered by this order is included in the price per unit or separately billed, such tools become the property of this Company upon the completion of our orders, unless otherwise specifically agreed to. Upon demand by the Purchaser, the Seller will deliver all or any of such tools, including dies and patterns, to the Purchaser, cost of shipment to be at Purchaser's expense.

6. If Seller's work under the order involves operations by Seller on the premises of Purchaser or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and except to the extent that any such injury is due solely and directly to Purchaser's or its customers' negligence, as the case may be, shall indemnify Purchaser against all loss which may result in any way from any act or omission of Seller, its agents, employees or subcontractors, and Seller shall maintain such public liability, property damage and employee's liability and compensation insurance as will protect Purchaser from said risks and from any claims under any applicable workers' compensation and occupational disease acts.

7. This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Purchaser and Seller. Reference to Seller's bids or proposals, if noted on this purchase order, shall not affect the terms and conditions hereof, unless specifically provided to the contrary herein, and no other agreement or quotation in any way modifying any of said terms and conditions will be binding upon Purchaser, unless made in writing and signed by Purchaser's authorized representative. To the extent that any typewritten or rubber stamp provision of this order is inconsistent with any printed provisions, the typewritten provision or rubber stamp provision shall govern.

8. If Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature) or if or pre-existing under the bankruptcy or insolvency laws, Buyer, for or against Seller, a receiver for Seller is appointed or applied for or any assignment for the benefit of creditors is named by Seller, Purchaser may terminate the order without liability except for deliveries previously made or for goods covered by the order then completed or subsequently delivered in accordance with the terms of the order.

9. Government Contract Provisions--All, or part, of the material or services to be furnished pursuant to this purchase order may be used, directly or indirectly, in the performance of a U. S. Government contract. Accordingly, to the extent so used, the following additional provisions shall apply:

A. Inspection: Material to be used in the performance of Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture, by the Purchaser or by the Government Agency concerned, at Purchaser's discretion. If inspection and test are made in the premises of Seller, Seller must furnish, without additional charge, all reasonable facilities and assistance for the same and convenient inspection and tests required by the inspectors in the performance of their duty.

c The following provisions set forth in the Armed Services Procurement Regulations, as in effect at the date of this purchase order, are incorporated herein by reference and made a part hereof:

Title of Clause--	ASPR Section	Title of Clause--	ASPR Section
a) Recognition	7-104.13	j) Priorities, Allocations and Allotments	7-104.15
b) Contract Work Hours Standards Act-- Overtime Compensation	7-104.16	k) Utilization of Concerns in Labor Surplus Area	7-104.19
c) Walsh-Healey Public Contracts Act	7-104.17	l) Seized Controlled Areas	7-104.20
d) Buy American Act	7-104.4	m) Termination	6-106
e) Notice to the Government of Labor Disputes	7-104.4	n) Notice of Assistance Regarding Patent Infringement	9-104
f) Excess Profits	7-104.11	o) Filing of Patent Applications	9-104
g) Military Security Requirements	7-104.12	p) Patent Rights	9-106
h) Utilization of Small Business Concerns	7-104.14	q) Rights in Data	9-106.11

The Armed Services Procurement Regulations are obtainable from the Superintendent of Documents, U. S. Government Printing Office, Washington, D. C.

1274 11/69

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THIS ORDER IS SUBJECT TO ALL THE CONDITIONS SET FORTH ON REVERSE SIDE.

CC) HOFFMAN/21/2 YERBAM

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